

ORIGINAL

LEONGUERRERO_B.com

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FILED
DISTRICT COURT OF GUAM

FEB 21 2002

MARY L. MARY
CLERK OF COURT

Attorney's for United States of America

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF GUAM

UNITED STATES OF AMERICA,

Plaintiff,

vs.

BRIAN S. LEON GUERRERO,

Defendant.

CIVIL CASE NO. 02-00005

C O M P L A I N T

COMES NOW Plaintiff, UNITED STATES OF AMERICA, on behalf of its agency, the U.S. Small Business Administration by and through its undersigned attorneys, and complains of Defendant BRIAN S. LEON GUERRERO and for cause of action alleges and states:

1. This Court has jurisdiction of the action pursuant to Title 28, U.S.C., Section 1345.
2. The Defendant BRIAN S. LEON GUERRERO presently resides within this judicial district with an address of P.O. Box 5235, Hagåtña, Guam 96932 and is within the jurisdiction of this Court under Title 28, U.S.C., Section 1391(a).
3. On or about February 1, 1998, Defendant BRIAN S. LEON GUERRERO, executed and delivered to the U.S. Small Business Administration (hereinafter referred to as "SBA"), which is an agency of the Plaintiff, 72, Stat. 384 (1958), Title 15, U.S. C., Section 631, et seq., a written promissory Note, For Disaster Loans Only, (hereinafter referred to as "NOTE").

1 4. That said NOTE was executed by Defendant BRIAN S. LEON GUERRERO in return
2 for a loan in the amount of \$3,900.00, plus 3.812 percent interest per annum, as more particularly
3 described in a true copy of said Note which is attached hereto and incorporated by reference
4 herein as Exhibit "A." [All exhibits are true and accurate copies of what they purport to be
5 except insofar as they may have been reduced from legal size to letter size or converted from
6 two-sided original to a one-sided copy or both.]

7 5. On or about June 16, 2000, Defendant BRIAN S. LEON GUERRERO, executed and
8 delivered to SBA, a Modification of Promissory Note which is attached hereto and incorporated
9 by reference herein as Exhibit "B."

10 6. Defendant BRIAN S. LEON GUERRERO has defaulted in the payment under the
11 terms of said NOTE in that he has breached the covenant to pay the sums thereunder at the time
12 same became due and payable. Payments under said NOTE were to be made in monthly
13 installments of \$100.00 which Defendant BRIAN S. LEON GUERRERO has failed to do.

14 7. By reason of said breach, Plaintiff has executed its option under the terms and
15 covenants of said NOTE to declare the entire principal balance due thereunder, together with
16 interest, immediately due and payable.

17 8. Payments and/or credits have been made to reduce the original principal balance of
18 said NOTE to \$1,703.54.

19 9. Due demand has been made upon Defendant BRIAN S. LEON GUERRERO for the
20 principal amount for said NOTE, plus interest, and that said Defendant has failed, neglected and
21 refused, and continues to fail, neglect and refuse to reimburse Plaintiff for said indebtedness. A
22 Certificate of Indebtedness dated December 6, 2001 is attached hereto and incorporated by
23 reference herein as Exhibit "C."

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1 WHEREFORE, Plaintiff, UNITED STATES OF AMERICA, demands judgment against
2 Defendant BRIAN S. LEON GUERRERO in the principal amount of \$1,703.54, plus accrued
3 interest to December 6, 2001, in the sum of \$36.12, and interest thereafter to the date of
4 judgment at the rate of 3.812 percent per annum, and interest from the date of judgment at the
5 legal rate until paid in full; together with costs, including \$150.00 in filing fees under 28 U.S.C. §
6 2412(a)(2) and 28 U.S.C. § 1914(a), fees; and for such other and further relief as this Court
7 deems just and proper.

8 DATED 02/20/02, Hagåtña, Guam.

10 FREDERICK A. BLACK
11 United States Attorney
12 Districts of Guam and the NMI

13 By: 
14 ROBERT W. PEARSON
15 Special Assistant U.S. Attorney
16 Attorneys of the Plaintiff
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SBA LOAN NO.
DLH 18123540-06

U.S. SMALL BUSINESS ADMINISTRATION

NOTE
(For Disaster Loans Only)

Maite, Guam 96927-2010
(City, State, ZIP Code)

\$2,900.00

(Date) February 1, 1998

For value received, the Undersigned promises to pay to the order of U.S. Small Business Administration, at the office of U.S. Small Business Administration in the City of Denver, State of Colorado 80259-0001, or, at Payee's option, at such other place as may be designated from time to time by the Payee.

Two Thousand Nine Hundred and no/100 * * * * * dollars, with interest, on unpaid principal computed from the date of each advance to the Undersigned at the Rate, of 3.812 Percent (3.812%) per annum, payment to be made in installments as hereinafter set forth, provided that payment of any installment of principal or interest owing on this Note may be made prior to the maturity date thereof without penalty;

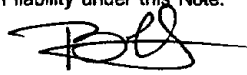
One Hundred Fifty-Two and no/100 (\$152.00), dollars including principal and interest, payable monthly, beginning Five (5) months from the date hereof; the balance of principal and interest to be paid in full Two (2) Years from the date hereof; with the further provision that each said installment shall be applied first to accrued interest, and the balance, if any, to principal.

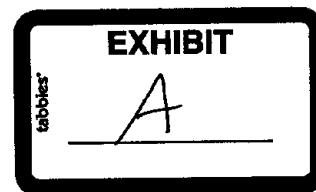
The Undersigned agrees to use the proceeds of the loan solely for the purposes set forth in the Authorization for the loan issued by the U.S. Small Business Administration. The Undersigned further agrees to pay all expenses of any nature, whether incurred in or out of court, and whether incurred before or after this Note shall become due at its maturity or otherwise, including, but not limited to, reasonable attorney's fees and costs which Payee may deem necessary or proper in connection with the satisfaction of the indebtedness evidenced by this Note. If Payee shall at any time pay any of such expenses, Payee is authorized to add the amount of such payment to the amount of said indebtedness and charge interest thereon at the rate specified herein with respect to the principal amount of this Note.

The said indebtedness shall immediately become due and payable, without notice or demand, upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the Undersigned or for any of its property, or upon the filing of a petition by or against the Undersigned under the provisions of any State insolvency law or under the provisions of the Bankruptcy Code of 1978, or upon the making by the Undersigned of an assignment for the benefit of its creditors.

Payee is authorized to declare all or any part of said indebtedness immediately due and payable upon the happening of any of the following events: (1) Failure to pay any part of the principal or interest on this Note when due; (2) Nonperformance by the Undersigned of any agreement with, or condition imposed by, Payee with respect to said indebtedness; or (3) Payee's discovery of the Undersigned's failure in any application of Undersigned to Payee to disclose any fact deemed by Payee to be material or of the making therein or in any other documents submitted in connection with said application or said indebtedness, of any misrepresentation by, on behalf of, or for the benefit of the Undersigned. Payee's failure to exercise its rights under this paragraph shall not constitute a waiver thereof.

No renewal, release, extension, modification or other indulgence which Payee may grant with respect to said indebtedness or any part thereof to the maker or any endorser, guarantor or surety shall operate to relieve the Undersigned or any such endorser, guarantor or surety without notice of any such renewal, release, extension, modification or other indulgence from liability under this Note.


Brian S. Leon Guerrero



MODIFICATION OF PROMISSORY NOTE

Loan Number **DLH 18123540-06**

Borrowers: **Brian S. LEON GUERRERO**

WHEREAS, on February 1, 1998, **Brian S. Leon Guerrero** (hereinafter called Borrower) made, executed and delivered to **U.S. Small Business Administration**, one certain Promissory Note in the original principal sum of **Two Thousand Nine Hundred Dollars and No/100 (\$2,900.00)** payable with interest at the rate of 3.812% per annum, in monthly installments of **One Hundred Fifty Two Dollars and no cents (\$152.00)** each, and final maturity of said Note being **February 1, 2000**; and;

WHEREAS, it is mutually desirable, beneficial and agreeable to the parties hereto that the terms of said Note be modified.

WHEREAS, the Note has now matured and the U. S. Small Business Administration is willing to provide additional time for repayment of this Note; and

NOW THEREFORE, in consideration of the mutual benefits inuring to the parties hereto, it is understood and agreed by the parties that the terms and conditions of the above described Note are hereby modified as follows:

- 1) Decrease monthly payment from **\$152.00** to **\$100.00** beginning **July 1, 2000** and continuing each and every month thereafter until fully paid; and
- 2) Extend maturity date from **February 1, 2000** to **October 1, 2002**; and

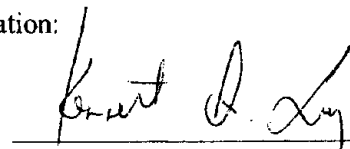
IT IS FURTHER UNDERSTOOD AND AGREED, that all other terms, conditions and covenants of the aforesaid Note, not otherwise hereby amended, shall be and remain the same, and this Agreement, when executed by the parties hereto, shall be attached to and become a part of the original Note, and shall have the same force and effect as if the terms and conditions hereof were originally incorporated in the Note prior to its execution.

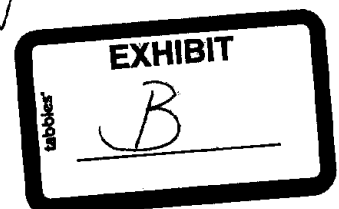
IN WITNESS WHEREOF, the agreement is executed by the undersigned parties as of the 16 day of June, 2000.

Borrower/s:


Brian S. Leon Guerrero

U.S. Small Business Administration:


Kenneth Q. Lujan, Branch Manager





U.S. SMALL BUSINESS ADMINISTRATION
GUAM BRANCH OFFICE
400 ROUTE 8, STE. 302
HAGATNA, GUAM 96910-2003
671-472-7419 • 671-472-7365 (FAX)

CERTIFICATE OF INDEBTEDNESS

December 6, 2001

Debtor(s) Name(s): Leon Guerrero, Brian S.

Address: P.O. Box 5235
Hagatna, Guam 96932

Ref: SBA No. 18123540-06

Total debt due United States as of 12/6/01: \$1,739.66 plus interest

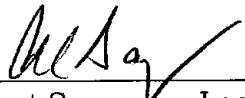
I certify that **U. S. Small Business Administration** records show that the debtor(s) named above are indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$1,703.54 from December 6, 2001 at the annual rate of 3.812%. Interest accrues on the principal amount of this debt at the rate of \$.18 per day.

The claim arose in connection with a disaster assistance loan made by the **U. S. Small Business Administration** which is an agency under 72 Stat. 384 (1958), Title 15, U.S.C., Section 631, et seq.

Certification: Pursuant to 27 USC 1746, I certify under penalty of perjury that the foregoing is true and correct.

12/6/01

Date:



Albert Sampson, Loan Specialist
U. S. Small Business Administration

